BOOK REVIEWS

LETTERS TO A YOUNG LAWYER. By Arthur M. Harris. St. Paul: West Publishing Co., 1912.

If, perchance, the vain pursuit through innumerable volumes, of some elusive point of the law, has left one mentally fagged—perhaps a little discouraged—recourse to this delightful little volume will afford an hour's relaxation and serve as a sort of tonic which will assist in restoring confidence in one's self and arousing a new determination to stick closer than ever to his chosen profession. The letters, written in a style which is both simple and graceful, deal in an interesting and profitable way with many of the important problems which the beginner has to solve. The imperative mode is seldom used, but the advice is none the less pointed. The reader probably will not agree with the author in all his suggestions, but, withal, he must conclude that they are decidedly well worth pondering upon. Sentence after sentence containing old thoughts in new dress may be culled from the volume, any one of which might well be framed and placed in a conspicuous position on the young attorney's desk to serve as a help in his daily labors. Interesting anecdotes are related throughout the book, all serving to bring home to the reader some bit of valuable advice. Thus, the spectacle of the corporation attorney's being bested by the country lawyer, serves as a reminder of the fact that usually the decision goes to him who has carefully prepared, and logically argued his case; and the story of how Lawyer Bloom's office boy got the janitor out of trouble while the young graduate of the law school was searching the books for a hint of the proper procedure in such a case forcibly demonstrates that theory alone is hardly a sufficient equipment for the successful practice of the law. There is a letter to the young man who has decided that the proper place for him to display his learning is in the city amid the shining legal lights of the jurisdiction; one to him who has decided to launch forth into the practice of criminal law; and one to him who has cleverly laid his plans for a judicious mixture of law and politics, and every one is well worth reading. Although the letters are primarily intended for the young lawyer, we suspect that even the older men will peruse them with considerable pleasure and satisfaction.

The book is handsomely bound in red morocco-grained leather.

H. W. W.

THE LAW OF QUASI CONTRACTS. By Frederick Campbell Woodward. Boston: Little, Brown and Company, 1912.

Ordinarily, a new subject, or a new branch of an old subject, is met and oftentimes fanned into undeserved permanency of flame by indefatigable text-writers or by inventive thesis-hunting students until that which only recently seemed a simple element of common learning has been so disguised by vertebraic appellations and drawn out into so many ramifications that it receives a position of independence and dignity in the already over-crowded university curriculum.

Students of jurisprudence have been in this respect consistently conservative. In that branch of learning there has been very little fantastic anticipation of what might be, but rather a dispassionate, unemotional analysis of what is. Witness the subject of commercial paper. It was not until Lord Mansfield and his chosen jury had made the law merchant an integral part of the English law that writers essayed to tell of it. Law texts are essentially and necessarily historical. This peculiarity is due to the jurist's ambition to appear as an authority, not as a prophet. *Quasi* contracts is another example of the idiosyncrasy of law commentators. By this time it is at least adolescent and yet the above is only the second attempt to treat of it separately and completely. Professor Keener's book appeared over a score of years ago. In the interim there has been some discussion in the various law reviews, but an examination of the bibliography in Professor Woodward's book will convince the reader of the meagreness of authority outside of the state reports.

Professor Woodward very properly considers *Quasi* Contracts a subject entirely distinct from any other branch of law and worthy of a separate cover. Its unfortunate name and the form of the remedial action quite naturally leads to confusion. But in all other respects, and in every essential respect, this subject is no more a constituent of the law of contracts than it is of the law of torts. Throughout the book this fact is constantly before the reader and for this reason,